



Hospital of Saint Raphael

A member of the Saint Raphael Healthcare System

1450 Chapel Street
New Haven, Connecticut 06511
(203) 789-3000

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CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

March 19, 2004

Cristine Vogel
Commissioner
Office of Health Care Access
State of Connecticut
410 Capital Avenue
3rd Floor
Hartford, Connecticut 06134-0308

Re: Hospital of Saint Raphael
Letter of Intent
Replacement of Radiotherapy Simulator

Dear Commissioner Vogel:

Attached is a completed Letter of Intent (OHCA Form 2030) describing the Hospital of Saint Raphael's proposed project to replace one of two radiotherapy simulators with a state-of-the-art CT simulator in the Hospital's McGivney Cancer Center.

The radiotherapy simulator to be replaced is over 15 years old and has greatly exceeded its expected useful life. The replacement of this equipment is considered to be vital to the Hospital's continued delivery of high quality health care to cancer patients.

We look forward to working with you and the Staff of the Office of Health Care Access on this necessary project. If you or your staff have any questions regarding this proposal, please contact me at (203) 789-5961.

Sincerely yours,

Jeffrey B. Hughes
Director, Planning & Business Development



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CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

**State of Connecticut
Office of Health Care Access
Letter of Intent/Waiver Form
Form 2030**

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	Hospital of Saint Raphael	N/A
Doing Business As	Hospital of Saint Raphael	
Name of Parent Corporation	Saint Raphael Healthcare System, Inc.	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	1450 Chapel Street New Haven, CT 06511	
Applicant type (e.g., profit/non-profit)	Non-profit	
Contact person, including title or position	Jeffrey B. Hughes Director, Planning & Business Development	
Contact person's street mailing address	1450 Chapel Street New Haven, CT 06511	
Contact person's phone #, fax # and e-mail address	(203) 789-5961 – Phone (203) 789-3653 – Fax jhughes@srhs.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Replacement of Varian simulator with a new CT simulator for McGivney Cancer Center

b. Type of Proposal, please check all that apply:

☐ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

☐ New (F, S, Fnc) ☐ Replacement ☐ Additional (F, S, Fnc)

☐ Expansion (F, S, Fnc) ☐ Relocation ☐ Service Termination

☐ Bed Addition ☐ Bed Reduction ☐ Change in Ownership/Control

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☐ Project expenditure/cost cost greater than \$ 1,000,000

☒ Equipment Acquisition greater than \$ 400,000

☐ New ☒ Replacement ☐ Major Medical

☒ Imaging ☐ Linear Accelerator

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

**Hospital of Saint Raphael
1450 Chapel Street
New Haven, Connecticut 06511**

d. List all the municipalities this project is intended to serve:

The purpose of this proposed project is to replace one of the Hospital's current radiotherapy simulators with a new CT simulator in the McGivney Cancer Center. The Varian simulator to be replaced is over 15 years old which has greatly exceeded its expected useful life. The replacement of this equipment is considered to be vital to the Hospital's continued delivery of high quality health care to cancer patients.

The Hospital generally defines its service area to include the 22 cities and towns of South Central Connecticut. Please see Attachment 1 for a listing of these cities and towns.

- e. Estimated starting date for the project:

As soon as possible following CON approval.

- f. Type of project: 13, 20 (Fill in the appropriate number(s) from page 7 of this form)

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed

No changes in beds will occur as a result of this project.

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

- a. Estimated Total Capital Expenditure: \$ 826,990

- b. Please provide the following breakdown as appropriate:

Construction/Renovations	\$ 50,000
Medical Equipment (Purchase)	
Imaging Equipment (Purchase)	\$ 776,990
Non-Medical Equipment (Purchase)	
Sales Tax	
Delivery & Installation	
Total Capital Expenditure	\$ 826,990
Fair Market Value of Leased Equipment	
Total Capital Cost	\$ 826,990

Major Medical and/or Imaging equipment acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
CT Simulator	ACQSim - JA	728209 CT ACQSIM System	1	\$ 776,990

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

A copy of the price quote may be found in Attachment 2.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity
 ☒ Lease Financing
 ☐ Conventional Loan
☒ Charitable Contributions
 ☐ CHEFA Financing
 ☐ Grant Funding
☐ Funded Depreciation
 ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

Please see Attachment 3 for a description of this project.

- Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.

Please see Attachment 4 for a copy of the license for the Hospital of Saint Raphael issued by the Department of Public Health.

- What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
- Who is the current population served and who is the target population to be served?
- Identify any unmet need and how this project will fulfill that need.
- Are there any similar existing service providers in the proposed geographic area?
- What is the effect of this project on the health care delivery system in the State of Connecticut?

7. Who will be responsible for providing the service?

8. Who are the payers of this service?

If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER OF CON FOR REPLACEMENT EQUIPMENT

I may be eligible for a waiver from the Certificate of Need process because of the following:
(Please check all that apply)

- ☐ This request is for Replacement Equipment.
 - ☐ The original equipment was authorized by the Commission/OHCA in Docket Number: _____.
 - ☐ The cost of the equipment is not to exceed \$2,000,000.
 - ☐ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

Please complete the attached affidavit for Section V only.

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HEALTH CARE ACCESS

AFFIDAVIT

Applicant: **The Hospital of Saint Raphael**

Project Title: **Replacement of Varian simulator with a new CT simulator for McGivney Cancer Center**

I, **David W. Benfer, President and CEO of The Hospital of Saint Raphael** being duly sworn, depose and state that the information provided in this CON Letter of Intent/Waiver Form (2030) is true and accurate to the best of my knowledge, and that **The Hospital of Saint Raphael** complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

David W. Benfer
Signature

March 19, 2004
Date

Subscribed and sworn to before me on March 19, 2004

Gloria Astarita
Notary Public/Commissioner of Superior Court

GLORIA ASTARITA
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2006

My commission expires: _____

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Amuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

Non-Clinical

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

Attachment 1

**Listing of Cities and Towns that Comprise the Service Area of
The Hospital of Saint Raphael**

Attachment 1

**Hospital of Saint Raphael
Service Area**

Ansonia
Bethany
Branford
Cheshire
Clinton
Derby
East Haven
Guilford
Hamden
Madison
Meriden
Milford
New Haven
North
Branford
North Haven
Orange
Oxford
Seymour
Shelton
Wallingford
West Haven
Woodbridge

Attachment 2

CT Simulator Price Quote

PHILIPS MEDICAL SYSTEMS N.A.

22100 Bothell Everett Highway
P.O.Box 3003
Bothell, Washington 98041 - 3003
Tel: (800) 722-7900

**PHILIPS**

Quotation #: 3LW-AK7	Rev: 2	Effective From: 07-Oct-03 To: 21-Nov-03	
Presented To: HOSPITAL OF ST RAPHAEL NEW HAVEN 1450 CHAPEL ST NEW HAVEN, CT 06511 Tel:		Presented By: Jane Aldieri Account Manager Tel: (860) 267-7354 Fax: (860) 267-6057 Teri Conte Regional Manager Tel: Fax:	
Date Printed: 24-Feb-04		Requested Ship Date:	
By signing this quotation and/or issuing the Purchase Order/Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.			
Submit Orders 100 Summit Lake Dr STE 210 Valhalla NY 10595 Tel: (914) 570-2348 Fax: (914) 570-2397			

This quotation contains confidential and proprietary information of Philips Medical Systems and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips Medical Systems.

Quote Solution Summary

Solution Name	Solution Model	Qty	Price
ACQSim-JA	728209 CT ACQSIM System	1	\$759,976.60
Equipment Total:			\$759,976.60

Solution Summary Detail

Solution Name	Solution Model	Qty	Each	Price
ACQSim-JA	728209 CT ACQSIM System	1	\$759,976.60	\$759,976.60

Buying Group: NONE Contract #: NO CONTRACT

By signing this quotation and/or issuing the Purchase Order/Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.

Payment Terms: 10% With Signed Acceptance of the Quotation, 70% Upon Delivery of Major Components, 20% On Date of Completion of Installation of Product Available for First Patient Use, Whichever Occurs First.

Initial: Date:

CT ACQSIM System**Freight Terms:** FOB Destination**Warranty Terms:** Items marked with two asterisks (**) are covered under 12 months warranty. (Philips Upgrades/Parts have a 90 day warranty).**Special Notations:** Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date.
Any rigging costs are the responsibility of the Purchaser.

ITEM NUM.	MODEL NUMBER	DESCRIPTION	QTY.	EACH	PRICE
1	** MCT7181DNA	ACQSIM CT SYSTEM	1		

ACQSIM CT Oncology Computed Tomography Scanner includes:

- ACQSIM CT Gantry (85cm gantry, 60cm FOV)
- 56 kW Generator Option
- Rhino 6.5A Tube
- Operator's Table (54" X 30") and Operator's Chair
- ZAP Ultra Spiral Package
- ACQSIM Therapy Table Top
- Flat Table Pad Insert

ACQSIM CT Oncology Computed Tomography Scanner:

ACQSIM CT is a premium whole body computed tomography scanning system designed specifically for radiotherapy simulation, providing 15Lp spatial resolution across the entire field of view. The system features are required for accuracy of target definition necessary for 3D conformal and IMRT treatment planning. In addition, Philips Medical System's ACQSIM CT Simulation System maximizes therapy simulation productivity, flexibility and patient comfort with an 85-cm patient aperture in the gantry.

ACQSIM CT incorporates the most technologically advanced platform for Spiral (z-axis) acquisition with the most advanced and efficient computing environment for advanced visualization. The scanner's exclusive Roaring Silence DAS with DC-RAD technology provides the ultimate 2D and 3D image resolution for every exam, unlimited spiral capability, "ESP" user interface with oncology-specific protocols enabling quick and easy scan set-up.

System components include:

- ACQSIM CT low voltage slip ring gantry (85cm gantry, 60cm FOV)
- High Frequency Generator
- Rhino X-ray Tube
- ACQSIM CT Patient Table
- ACQSIM CT Operators console
- 64 bit Sun UltraSPARC RISC processor
- 18GB Image disk
- 18GB system disk
- 18GB raw data disk
- 8mm cassette tape drive
- 4 to 5 second reconstruction
- ESP graphic user interface
- Oracle Rx
- Spiral Package
- Spiral Profile
- UltraImage
- Image Pro
- MPR (Multiplanar Reformatting)
- DICOM 3.0 Send/Receive/Query/Retrieve
- DICOM Print Interface
- Patient Positioning Accessories

ACQSIM CT Gantry:

- 85cm gantry aperture for easy patient access, positioning, and immobilization
- 60 cm field of view
- Plus/Minus 30 Degree Gantry Tilt
- Roaring Silence DAS with DC-RAD Technology minimizes electronic noise and provides maximum resolution for single slice and spiral scanning
- Consistent image quality across the entire field of view, in any scan field of view and at any scan speed
- Spatial Resolution
- 15 Lp/cm spatial resolution in axial and spiral scan modes
- Low Contrast Resolution
- Low-Voltage Slip Ring Rotation for low noise image quality, fast installation and easy siting

X-RAY SYSTEM

56 kW Generator

56 kW high frequency, on-board, solid state generator.

Quotation #: 3LW-AK7 Rev. 2

- Available kV selections are 80, 100, 120, 130 and 140.
- Available mA selections are 30-400 in 10mA increments.
- Scan times of .6 sec (partial), 1, 1.5, 2, 3, and 4 seconds.

X-RAY TUBE**Rhino 6.5A Tube:**

- Powerful anode with high loading and fast cooling capabilities.
- Rhino 6.5A with 6.5 M.H.U. heat storage capacity and an anode cooling rate of 830 k.H.U./min.
- Electronically optimized focal spots with Protective Arc Shield (PAS).
- 100,000 Exposure Pro-Rata Warranty.

Patient Table:

- 450 lb. couch load capacity with .25mm incremental accuracy
- 1620mm scannable range for head to knee oncology simulation exams.
- A complete set of straps and sponges for patient positioning
- Exact Couch Table top

Operator's Console:**Operator's Console:**

- The ACQSIM CT is powered by a computer architecture that includes the industry leading Sun UltraSparc 64bit, 440MHz RISC processing, 1GB memory and a Turbo GX frame buffer.
- The system includes 16GB memory for on-line storage of 28,000 images, 1500 raw data files and system operating software (18 GB image disk; 18 GB system disk; 18 GB raw data disk).
- High line rate 1152 x 900 color monitor for patient entry, image review and on-board visualization.
- ESP software interface is designed for the integration of the technologist and the CT scanner for patient management and productivity. With ESP its as easy as plan, scan and visualize for enhanced consistency and productivity.
- QuickPlan allows quick scan set up, with changes to scan technique, scan extent, scan time, display field of views, prep delay, breath hold and other scan parameters that are available on one screen for real time interactive adjustments. All planning parameters are displayed and can be modified in the View/Edit mode.
- The ACQSIM CT includes a standard set of imaging protocols. In addition, ProtocolPro allows an unlimited number of customer protocols to be stored. These protocols can be customized to suit each clinical situation and each clinician.
- Bi-directional speaker/microphone for communication between the operator and patient.
- Standard features include: Auto Filming, Auto Archive, AutoVoice and Auto Transfer. Auto Voice includes a standard set of commands. In addition each operator can record a custom set of commands in their own voice.
- Oracle Rx an on-line help system provides help for any function.
- Archiving is performed on an 8mm tape drive with a capacity of up to 2GB.

Operator's Table (54" X 30") and Operator's Chair**Filming Interface:**

- DICOM print interface.
- Batch filming can also be performed to allow filming jobs to be set up and sent to the camera in the background.

DICOM 3.0:

- DICOM functionality includes: DICOM storage service class as a user, DICOM storage service class as a provider, DICOM query/retrieve service class as a user, DICOM query/retrieve service class as a provider, DICOM print service class as a user.

Image Display:

- Images can be displayed in single-image, multi-image, multi-window and multi-study to optimize image viewing. Multi-image provides layouts of 1 x 1, 1 x 2, 2 x 1 and 2 x 2 formats. With multi-window, each viewport can be individually windowed. Multi-study allows multiple studies to be viewed simultaneously for image comparison.
- Pan, Zoom and Flip/Rotate features can be applied to any image in any single or multi-display. Pan allows the area of interest to be centered and the image to be moved anywhere in the image viewing area. The zoom factor can be adjusted from .8 to 4. The images can be flipped and rotated in 90 degree increments.
- ImagePro provides the choice of seven Image filters ranging from soft to edge+. The images can be softened or enhanced to provide the image presentations required. All images can be filmed.
- Standard measurements include: Report Cursor, Distance, Angle, Line Plot, Ellipse ROI, Irregular ROI, Report Pixels. These measurements can be performed in both standard scanning and MPR.
- Multiplanar Reformating (MPR) can be performed in any images in the sagittal, coronal, oblique and curved planes. Batch MPR can also be used to create a series of MPR images in a batch mode.

Data Acquisition:

- Pilot, axial, cine, spiral and biopsy scanning modes.
- All image parameters such as slice thickness, scan extent, technique, scan time, display field of view, contrast, interpolator, pitch, algorithm, prep and interscan delay and autovoice can be adjusted within QuickPlan.
- Biopsy mode allows quick setup of scanning for the biopsy procedure.
- Slice thickness selections include: 2, 3, 4, 5, and 8.
- Image Spacing selectable from .1-50mm
- Image algorithm selections include: soft, standard, detail, bone, edge and lung.
- UltraImage Package includes pre and post processing hardware license for enhanced visualization of soft tissue structures to provide the best image quality for even the most difficult to image anatomic areas.

ZAP Ultra Spiral Package:

ZAP Ultra Spiral Package allows for unlimited spiral scanning to cover any anatomic area.

- Pitch factors are variable from .5 - 3.0 in .1 increments, for full flexibility in spiral coverage.
- 5 seconds between spiral runs.
- Spiral Profile in a set of spiral interpolators including: standard, sharp, extra sharp and 3D.
- Spiral Pro simplifies the planning of complex spiral runs by optimizing coverage, technique, pause times or acquisition times for single or multiple spiral runs.
- Spiral Intellbeam, an automatic system to optimize dose, filtration and X-ray power demands for spiral scanning.

Reconstruction System:

- Philips Medical System's 200 MHz, 8 processor reconstruction system provides 4 to 5 second reconstruction times in all scanning modes. Reconstruction is simultaneous with other concurrent processes.
- Retrospective reconstruction mode can be performed on any raw data with changes in display field of view, algorithm, image spacing, image coordinates, and interpolator (spiral only).

ACQSIM Therapy Table Top:

The ACQSIM Therapy Table Top is a comprehensive patient positioning system, designed to enhance treatment effectiveness and ensure maximum clinical efficiency. The unit features indexed immobilization, which reduces patient setup time and ensures easily reproducible positioning for subsequent scans and treatment. The ACQSIM Table Top is supported by integrated immobilization accessories that deliver the precision required for conformal and stereotactic procedures. These accessories significantly enhance positioning accuracy and patient comfort.

The ACQSIM Table Top indexed surface allows the positioning system to be locked into place according to the treatment plan's specifications.

This ACQSIM Therapy Table Top can be retrofitted to any existing Philips Medical System's Q-series, UltraZ, ACQSIM CT Oncology or Mx8000 Dual v.EXP scanner (Cleveland Products). It may not be retrofitted to a Philips Medical Systems Mx8000 IDT, Quad or Dual scanner (Haifa Products).

Flat Table Pad Insert:

Flat table pad for radiotherapy planning and simulation.

COMPREHENSIVE TRAINING COURSE FOR THE CT SCANNER IN ONCOLOGY:

The Tailored Clinical Education Training Program for the Oncology department consists of one on-site training session. Training consists of the following:

1. Session 1 - Clinical Education Handover on-site - 32 hours. A Clinical Education Specialist works on-site with up to 3 dedicated Therapy staff members.
2. CT CrossTrainer self-study course - Includes enrollment for 2 Therapy staff members for this self-study course consisting of 6 modules covering the essentials of CT.
3. Clinical Education website - Use of site ID number will allow access to the Clinical Education Online Experience at <http://www6.medical.philips.com/clinicaledportal>, which can provide additional learning modules, protocols and equipment information.

Note: All elements must be taken within 1 year of equipment delivery.

TRAINING HOURS: 8:00am to 5:00pm

- | | | | |
|---|--|--|---|
| 2 | ** MCT8732 | 20" FLAT PANEL MONITOR - SUBSTITUTION | 1 |
| | 20" Diagonal display.
Multi-sync 800 X 600 to 1280 X 1024.
Minimum vertical refresh range of 60-77Hz.
Minimum horizontal refresh range of 30-95Hz.
Includes Cable Adapter, SVGA / 5-DNC Jack. | | |
| 3 | ** MCT8261 | WDC 60KVA 480VAC POWER CONDITIONER | 1 |
| | WDC Part # M60-480-544-BR
60kVA Power Conditioner insures that incoming power meets Philips Medical System's specifications for optimal CT system reliability and performance. The WDC Power Conditioner regulates utility voltage deviations, frequency fluctuations, surges, spikes, and loss of phase while ensuring positive phase rotation. Input voltage 400VAC/50Hz or 480VAC/6-Hz. Output voltage 480 VAC (277 VAC wye).
NOTE: Price does not include start up provided by WDC. Start-up pricing and information is available by calling WDC at (949) 888-6092 or at www.edtech.com .
Work with service to manage start-up. | | |
| 4 | ** MCT9601A | CT LOC | 1 |
| | This option to the ACQSIM CT Scanner Console meets the clinical requirements of oncology departments where segmentation and localization can be completed directly on the CT display console. <ul style="list-style-type: none"> - Segmentation and localization (Oncologists). - Efficient advanced contouring of external and critical structures in preparation for the radiotherapy treatment planning process (Oncologist, Dosimetrists and/or Physicists). - Visualization and analysis tools can be utilized to evaluate the treatment volume(s) (Oncologists/Radiation, Surgical and Medical, Physicists and Dosimetrists). | | |

This ACQSIM CT Scanner Option has been specially configured to:

- Provide additional ACQSIM CT display console functionality that allows for increased productivity and improved workflow by minimizing CT simulation time, and enhancing the patient marking process.
- Integrate with Philips Medical System's ACQSIM CT L.O.C (Localization on Console) via Network Applications Module through a Philips Medical Systems Specified and Customer Provided Ethernet hardware network link.

ACQSIM CT L.O.C. Basic Software License:

ACQSIM Interactive Visualization Software: Features and capabilities provided by the ACQSIM software include:

Segmentation: Provides the ability to identify up to at least 32 structures on an image and manipulate them individually, or make them invisible for easier visualization of surrounding areas. The structures may be displayed or 'hidden' by the user using the segmentation package. Both manual and automatic tagging capabilities are provided.

Contour-Based Segmentation Package: Consists of freehand and spline for drawing and maintaining groups of contours used in hand segmenting image data. Editing tools include freehand, spline, move, rotate, scale, and swap edit. Isodensity and interpolate functions also exist for semi-automatic segmentation.

Pilot localization is used as reference images throughout this software package in addition to MPR's.

Slice Plane Thickness Adjustment can be used in viewing MPR images.

EDIT/SWAP provides for interactive contour editing with user choice of segments to reject/ accept

Interpolate algorithm provides interactive, shape based interpolation. A Smart algorithm fills in any number of irregularly contoured slices; interpolated contours may be edited, accepted or rejected.

Isocenter Management:

Isocenter menu to support and manage multiple Isocenters. Supports the generation of separate Isocenters for multiple target volumes or general regions. Marked and final Isocenters are reported and displayed in the Localization package for easy confirmation of a physical simulation session. A record of the simulation session may be printed on a standard printer.

Isocenters and structure sets can be transmitted to the AcQSIM Virtual Simulation software, where beam apertures may be defined, or transferred to a compatible RTP System. Philips Pinnacle3 RTP system also accepts the DICOM RT structure set (contours) and default RT plan (10 x 10) file for marked Isocenters.

Pilot Localization allows for interactive operation that enables the operator to set AP, Lateral and superior/inferior field boundaries with respect to anatomy. The user can define multiple SAD's which include 100cm, 80cm, and user defined distances. This allows for the reading of SSD's which are required for simulation and are derived from the external skin contour(s).

- Develop a Simulation worksheet in localization required to record all patient setup parameters. Mimicking similar capability of most conventional simulators.

2D Image Analysis: Enables viewing of the data exactly as it was acquired; prior to any interpolation and with no preprocessing.

Volume of Interest (VOI) Adjustment: Allows for advantages when rendering external contours with the Isodensity function by allowing removal of the couch or immobilization materials from the volume to be segmented.

Markers: Permits the display of a fixed marker (cross hairs, axis or grid) on the screen as an aid in Isocenter marking, or image positioning.

Screen Annotation: Allows the operator to toggle selected screen annotations on and off.

Archive: Allows the user to archive a patient study from disk onto magnetic tape, including the DICOM RT objects defined on the CT console.

Information: Displays the study's original scan information, including the number of slices in the study, slice thickness, etc. Can be displayed at any time during a study analysis.

Control of Window/Level: Allows adjustment to achieve optimal viewing parameters.

Screen Layout: Permits the changing of the screen layout from the standard four viewports (MPR, axial, Pilot orthogonal pairs) to one on one axial image(s).

On-Line User's Manual: Provides instant access to descriptions of menu items and function keys, and instructions for their use.

"Zoom" Function: Allows instant magnification of an image on command.

Measurement Package: Provides the density value (in Hounsfield units) of a particular point on an image. Computes distances along straight lines.

Pan: Permits the repositioning of any image within a viewport.

ACQSIM CT utilizes a menu-driven interface with features and functions selected by mouse or keyboard. Graphic overlays provide annotations and instructions for easy navigation and precise control.

NOTE: The ACQSIM CT scanner includes the 'flat table top' and phantom holder. Lasers [LAP CT-1] are necessary for system completion. Pinnacle may require LAP CT-3 laser systems. Confirm laser requirements with your RTP software prior to laser purchase.

* NOTE: CT L.O.C. product release is scheduled for Q3 2003.

5 ** MCT8571 LASER POSITIONING PACKAGE

1

The Laser Positioning Package includes these items:

ACQSIM Laser Positioning System
ACQSIM Laser Alignment Package
Lateral Laser Mount Columns

ACQSIM Laser Positioning System:

A custom laser hardware/software package for isocenter identification and patient marking, including: two (2) lateral lasers with adjustable mounting plates and fixed wall mounting plates, on (1) sagittal laser consisting of a single diode laser, adjustable mounting plate, motorized transport mechanism and a wall mounting plate, a solid state control unit with position read out and all required cables

NOTE: Site modifications required for laser mounting to Philips specifications are customer supplied.

ACQSIM Laser Alignment Package: A quality control phantom and operator documentation to be utilized to ensure consistent laser positioning accuracy for CT simulation.

ACQSIM Lateral Laser Mount Columns:

One pair of columns designed to provide the integrated rigid support of the two (2) lateral positioning lasers in room configurations where structurally supported wall mounting is unavailable. The columns allow fixation to the floor in any position required to meet the design of the room to maintain a perpendicular axis to the centerline of the table and gantry aperture. The column height allows alignment to the level of the iso-center of the gantry aperture vertically, with adequate adjustment to compensate for changes in floor level. Columns can be located within 3/8" (10mm) of the wall without restricting service/adjustment. The column mounting option should be used in the following conditions:

- Scanner cannot or is not positioned in a manner where the centerline of the couch is parallel to the lateral walls.
- One or both of the lateral walls is beyond 7 meters from the centerline of the patient support.
- Structural stability in one or more lateral walls cannot provide rigid support for the lateral laser(s). The Oncology Packages are optimized for each specific CT Scanner and all of these items are included. This package should only be purchased separately with ADAC simulation and treatment planning systems or any 3rd party system.

6 ** WPR318NA AGFA DRYSTAR 3000 - DICOM CONFIGURATION

1

This dry digital imager produces 320 ppi high-resolution images with 4096 shades of gray. The images are thermally produced on 7-mil 14x17 or 11x14 inch film with a wide range of film layouts. It is recommended to support 3 modalities per imager with a throughput of up to 55 14x17" sheets/hour or 65 11x14" sheets/hour

This configuration will support up to 5 DICOM Print Associations and has the capability of supporting up to 3 separate direct point to point connections (Video or Digital).

Consisting of:

- 1 Drystar 3000 Imager
- 1 DICOM 3.0 Print Class Package ** (supports up to 5 Dicom Print Associations)
- 1 Starter Pack of film

Compatible with:

- DICOM 3.0 Print

Options:

Capable of supporting 3 additional direct point-to-point video or digital interfaces

CT ACQSIM System

LIST PRICE	\$1,117,095.00
DISCOUNT	\$357,118.40
NET PRICE	\$759,976.60

Buying Group:	NONE	Contract #:	NO CONTRACT
By signing this quotation and/or issuing the Purchase Order/Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.			

Price above does not include any applicable sales taxes.

The preliminary delivery request date for the equipment is _____.

If you do not issue formal purchase orders indicate by initialing here _____.

Tax Status:

Taxable _____ Tax Exempt _____

If Exempt, please indicate the Exemption Certificate Number: _____, and attach a copy of the certificate.

Delivery/Installation address:

Invoice address:

Contact Phone #

Contact Phone #

Purchaser approval as quoted:

Title

Date

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

CT ACQSIM System**OPTIONS**

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

ITEM NUM.	MODEL NUMBER	DESCRIPTION	QTY.	EACH	PRICE
1	** MCTINJ1	MEDRAD ENVISION CT INJECTOR - FRONT LOAD PEDESTAL SYSTEM	1	\$17,013.60	\$17,013.60

Medrad EnVision CT Front Load Pedestal System:

Medrad Catalog # ECT710-PI

Control console system with 200 ml variable speed injector head with automatic mechanical stop. Includes touch screen display input, 75 ft. cable to control console, injector head pedestal, operation manual and two 200 ml syringe kits.

Injector OEM prerequisite for compatibility with Spiral Auto Start on the Mx8000: Software version MCU 1.16 & DCU 1.14 and up (means of reference: Displayed on power up), and manufacturer upgrade kit no. # 3004102. Any of these prerequisites and any other associated costs are the responsibility of the user.

Unless otherwise indicated, the price on this quotation is for the Injector System only. The Price does not include installation of the Injector System into the room, the routing of associated cabling or interfacing the injector into other peripheral equipment. It is the responsibility of the purchaser to arrange for installation and interfacing. Philips and Medrad personnel are available to offer technical phone assistance.

Philips does not warranty the Medrad Envision CT Injector System but will pass on the Medrad warranty. Medrad warrants each new injector system; including control unit, display control, remote panel and injector head sold in North America and Europe against defects in material and workmanship, under proper, normal use and service for a period of one year (12 months) from the date of installation. There will be no charge for any action deemed necessary by Medrad, including parts, travel, or labor to fulfill the terms of the warranty, during normal business hours (8:30am to 5:00pm, local time, Monday through Friday, except holidays).

Not compatible with PQ/UltraZ Injector Interface. NOT compatible with CT9379 SAS Spiral Auto Start on MxTwin. This is compatible with SAS Spiral Auto Start on Mx8000 with V2.2 or higher software.

TERMS AND CONDITIONS OF SALE

The products and services listed on the face or above pages of this quotation are offered by Philips Medical Systems North America Company ("Philips") only under the terms and conditions described below.

Prices. This quotation is subject to change or withdrawal prior to written acceptance by the Customer. The purchase price does not include applicable sales, excise, use, or other taxes in effect or later levied. Unless the Customer provides Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery, Philips shall invoice the Customer for those taxes, and the Customer shall pay those taxes in accordance with the terms of the invoice.

Cancellation. All purchase orders issued by the Customer are subject to acceptance by Philips. If the Customer cancels an order prior to the product delivery, the Customer shall pay the costs incurred by Philips to the date of cancellation including, but not limited to, the costs to manufacture the product, the costs to provide any training, educational, or other services to the Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any product ordered from a third party on the Customer's behalf.

Payment Terms. Unless otherwise specified on the face or above pages of this quotation, the purchase price for each product shall be due as follows:

(I) 10% of the purchase price shall be due with the Customer's acceptance of this quotation.

(II) 70% of the purchase price shall be due on delivery of major components of the product. Product installation will not begin until the Customer has paid this portion of the purchase price.

(III) 20% of the purchase price shall be due when the product is installed or when the product is available for first patient use, whichever occurs first. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date of the availability for delivery of major components of the product, the unpaid portion of the purchase price shall be due on the thirty-first day following such date.

The Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If the Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to the Customer by Philips under any agreement with the Customer. In any action initiated to enforce the terms of this quotation following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorney's fees, in connection with such action.

Leases. In the event the Customer desires to convert the purchase of any product to a lease, the Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety days prior to the date of the availability for delivery of major components of the product. The Customer is responsible to convert the transaction to a lease, and is required to secure the leasing company's approval of all of the terms and conditions in this quotation without modification. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

Security Interest. The Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. The Customer shall sign any financing statements or other documents to perfect Philips' security interests in the products. When permitted by applicable law, the Customer's signature on this quotation or on a purchase order issued as a result of this quotation gives Philips the right to sign on the Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product. In the event the Customer is in default under the terms in this quotation, Philips shall have all rights and remedies of a secured creditor under the Uniform Commercial Code.

Shipment and Risk of Loss. Philips will use reasonable efforts to ship the product to the Customer by the date specified on the face or above pages of this quotation, or as otherwise agreed in writing with the Customer. Philips will ship the product according to Philips' standard commercial practices. Philips shall have the right to make partial shipments. If shipping costs are not included in the purchase price, such costs will be prepaid by Philips and billed to the Customer. Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer as long as the function and the performance of the product is not substantially altered. Philips reserves the right to use refurbished components in the manufacture and repair of the products. The components shall be subject to the same inspection and quality control procedures as all other materials used in the manufacture of the products, and shall be warranted to the same extent as all other components under the warranty.

Title to any product, and the risk of loss or damage to any product shall pass to the Customer F.O.B. place of shipment. The Customer shall obtain insurance covering such risks.

If the Customer requests a delay in the date major components of the product are available for delivery, the product will be placed in storage by Philips and the unpaid portion of the purchase price shall be due. All storage fees will be paid by Philips and billed to the Customer.

Installation. The Customer shall provide Philips full and free access to the installation site, and suitable and safe space for the storage of the products before installation. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. The Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in this quotation), ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. In the event local labor conditions make it impracticable for Philips to use its employees for the installation, the installation shall be performed by personnel supplied by the Customer, or by an independent contractor chosen by the Customer at the Customer's expense. In each such case, Philips will provide engineering supervision during the installation.

The Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed, including any required structural alterations. The site preparation shall be in compliance with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of the Customer. The Customer shall advise Philips of conditions at or near the site which could adversely affect the installation, and shall ensure that those conditions are corrected and that the site is fully prepared and available to Philips before the installation work begins. The Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. **PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED OR THE FITNESS OR ADEQUACY OF ANY SITE DRAWINGS FURNISHED BY PHILIPS.**

The Customer shall assist Philips, at no charge to Philips, with moving the product from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous material exists at the installation site. If any such material exists, the Customer shall be responsible for the proper removal and disposal of the material at the Customer's expense.

Product Warranty. Philips provides specific product warranties with respect to each Philips product. Copies of the product warranty applicable to the products listed on the face or above pages of this quotation are attached.

The warranty period begins at the completion of installation or first patient use, whichever occurs first. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date of the availability for delivery of major components of the product, the warranty period begins on the thirty-first day following that date.

Philips' obligations under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the purchase price paid by the Customer. Any refund will be paid to the Customer when the product is returned to Philips. Any product warranty is made on condition that Philips receives written notice of a product defect during the warranty period, and within thirty days following the discovery of the defect by the Customer. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to the Customer by Philips under this quotation; however, Philips shall use reasonable efforts to extend to the Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and the Customer's sole and exclusive remedy for a breach of a product warranty.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THIS QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(Continued on next Page)

TERMS AND CONDITIONS OF SALE

Software and Licenses. All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of separate software license agreements. The license agreements applicable to the products listed on the face or above pages of this quotation are attached. All such license agreements must be signed by the Customer prior to or upon the delivery of the product. No license or other right is granted to the Customer or to any other party to use the software except as set forth in the license agreements. Upon the Customer's execution of the license agreements and the payment of any license fees in connection therewith as set forth in this quotation, Philips grants to the Customer a non-exclusive and paid-up right and license to use the software for the Customer's personal use in connection with the operation of the product for as long as the Customer may own the product. The right and license does not include any right to copy, reproduce, sell, assign, transfer, or sublicense the software, and does not include any rights or licenses in any maintenance or service software and related documentation.

Any Philips maintenance or service software and documentation provided with the product and/or located at the Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products, or to assist Philips and its authorized agents to maintain and to service the products under a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.

Patent Infringement Claims. Philips shall defend or settle any claim against the Customer that a Philips product provided in this quotation infringes a valid claim under a United States patent provided that the Customer (i) provides Philips prompt written notice of the claim, (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and (iii) gives Philips sole control of the defense or settlement of the claim. The provisions of this section shall not apply in the event of any sale or other transfer of the product by the Customer.

In the event the products are found or believed by Philips to infringe such a claim, Philips may, at its option, (i) procure the right for the Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to the Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from Philips' compliance with the Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by the Customer; modifications to the product by the Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with products not manufactured by Philips; if infringement would have been avoided by the use of a current unannounced release of the product; or use of the products after Philips has offered the Customer one of the options described in this section. Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Philips' entire obligation and liability for claims of infringement, and the Customer's sole remedy in the event of a claim of infringement.

Limitation of Liability. The liability, if any, of Philips for damages whether arising from breach of the terms in this quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

DISCLAIMER. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patents, and this quotation and its terms, including the pricing terms under which the Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party shall disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

Compliance with Laws. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by this quotation, including, but not limited to, those relating to affirmative action, fair employment practices, and Medicare fraud and abuse. If Philips' services require disclosure to Philips of "Protected Health Information", and the Customer is a "Covered Entity" (as those terms are defined in privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")), Philips shall take reasonable steps to ensure that its handling of such information does not result in a violation of those regulations. Upon request, Philips shall provide the Customer information about the types of security features in the products to assist the Customer to comply with the HIPAA security regulations.

General Terms. The following additional terms shall be applicable to the purchase of a product:

- (a) Each party shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- (b) If the Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, the Customer's financial obligations to Philips shall remain in effect.
- (c) The Customer may not assign any rights or obligations in connection with the transactions contemplated by this quotation without the prior written consent of Philips, and any attempted assignment without such consent shall be of no force or effect.
- (d) The Customer shall assume sole responsibility for obtaining any required export authorizations in connection with the Customer's export of the products from the country of delivery.
- (e) All transactions contemplated by this quotation shall be governed by the laws of the State of New York without regard to the principles of choice of law.
- (f) The terms and conditions in this quotation constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by this quotation, and supersede any previous understandings or agreements between the parties whether written or oral regarding the transactions contemplated by this quotation. The pricing in this quotation is based upon the terms and conditions in this quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. The Customer's additional or different terms and conditions whether stated in a purchase order or other document issued by the Customer are specifically rejected and will not apply to the transactions contemplated by this quotation. The Customer's submission of a purchase order shall evidence the Customer's agreement that these terms and conditions may not be changed except in a writing signed by the parties.
- (g) The headings in this quotation are intended for convenience only, and shall not be used to interpret this quotation.
- (h) If any provision of this quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
- (i) Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face or above pages of this quotation.
- (j) The failure of the Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of this quotation.
- (k) The Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. The Customer will not exercise any right of offset in connection with the terms and conditions in this quotation, or in connection with any other agreement, contract, or account with Philips.

LICENSE AGREEMENT-OPERATING SOFTWARE

This license agreement (the "License Agreement") is by and between Philips Medical Systems North America Company ("Philips") and the Customer identified below, and is entered into as part of the sale of certain products identified on the face or above pages of the quotation attached to this License Agreement. This License Agreement does not supersede or replace any terms of the quotation and any document attached to or a part of the quotation, or support agreements applicable to the products.

Upon the execution of this License Agreement and the payment of the license fees described on the face or above pages of the quotation, Philips grants to the Customer a non-exclusive and non-transferable right and license to use the computer software package (the "Software") necessary for the operation of the product on the terms and conditions in this License Agreement. The license shall continue for as long as the Customer continues to own the product, except that Philips may terminate the license in the event of any default by the Customer. The Customer shall return the Software and any authorized copies thereof to Philips immediately upon expiration or termination of this license.

The license does not extend to any Philips maintenance or service software and documentation provided with the product and/or located at the Customer's premises. Such software and documentation is intended solely to assist Philips and its authorized agents to install and to test the products, or to assist Philips and its authorized agents to maintain and to service the products under a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.

The license granted to the Customer does not include any right to use the Software for purposes other than the operation of the product. The Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Software for any purpose without the prior written consent of Philips. If such consent is obtained, the Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions.

The license granted to the Customer shall not affect the exclusive ownership by Philips of the Software or of any trademarks, copyrights, patents, trade secrets, or other property rights of Philips (or any of Philips' suppliers) relating to the Software.

The Customer agrees that only authorized officers, employees, and agents of Customer will use the Software or have access to the Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose any part or all of the Software, or permit any part or all of the Software to be used by any person or entity other than those identified in this License Agreement.

The Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and the Customer agrees to preserve the confidentiality of information provided to Philips under such third party license agreements.

If the Customer modifies the Software in any manner, all warranties associated with the Software and the products shall become null and void. If the Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Software, the Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sublicense them.

The Software is licensed to the Customer on the basis that (a) the Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

The liability, if any, of Philips for damages whether arising from breach of the terms in this license, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the Software, the products, and services is limited to an amount not to exceed the license fee applicable to the Software.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT AND THE SOFTWARE AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION ATTACHED TO THIS LICENSE AGREEMENT, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS (INCLUDING THE SOFTWARE), OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS LICENSE AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

The Software shall be used only on the following product, and only at the following location:

Product Serial No.: _____

Product Model No.: _____

Location: _____

Agreed and Accepted By:

The Customer

By: _____

Title: _____

Date: _____

Attachment 3
Project Description

The purpose of this project is to replace one of the Hospital's old conventional radiotherapy simulators with a state-of-the-art CT simulator.

The Radiation Therapy Department at the Hospital of Saint Raphael currently has two conventional radiotherapy simulators. One of the simulators is over fifteen years old, with the other being over ten years old. The fifteen-plus-year-old simulator has reached obsolescence. The vendor of the equipment has notified the department that continued support for the x-ray generator is uncertain and has recommended its replacement. Additionally, the image intensifier and imaging chain are the original components and need to be replaced, and the vendor stopped writing new software upgrades for the older simulator five years ago. In addition, current standards of practice have now abandoned conventional radiotherapy simulators in favor of the use of CT scans as the new standard of care for the treatment of cancer, especially for complex cases.

The project consists of replacing equipment that has more than outlived its usefulness and is no longer supported by the vendor. The Hospital believes that this project is critical to the Hospital's ability to continue to provide high quality cancer care and treatment.

The project is expected to serve cancer patients in need of radiation therapy treatment. Generally, these patients reside in the Hospital's 22-town service area of Greater New Haven (see Attachment 1), but because the McGivney Cancer Center is recognized as a regional cancer treatment resource, many patients reside in towns outside of the Hospital's traditional service area.

Similar treatment services are provided locally by Yale New Haven Hospital.

As this project simply replaces existing equipment, it is not expected to have any impact on the health care delivery system of the State of Connecticut.

The Hospital of Saint Raphael will be providing this service. Medical supervision will be provided by Board Certified Radiation Oncologists.

Attachment 4

Hospital of Saint Raphael License

Department of Public Health

LICENSE

License No. 0056

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Hospital of Saint Raphael of New Haven, CT, d/b/a Hospital of Saint Raphael is hereby licensed to maintain and operate a General Hospital.

Hospital of Saint Raphael is located at 1450 Chapel Street, New Haven, CT 06511

The maximum number of beds shall not exceed at any time:

22 Bassinets

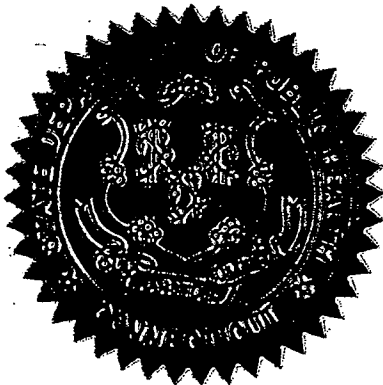
511 General Hospital beds

This license expires September 30, 2005 and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2003. RENEWAL.

Satellites

Adolescent Day Hospital, 301 Orchard Street, New Haven, CT
Psychiatric Day Hospital, 1294 Chapel Street, New Haven, CT
Troup School Base Health Center, 259 Edgewood Avenue, New Haven, CT
Children's Psychiatric Day Hospital, 1348 Chapel Street, New Haven, CT
Elder Care Clinic, Atwater Clinic, 26 Atwater Street, New Haven, CT
Project Mother Care (Mobile), 1450 Chapel Street, New Haven, CT
Dwight School Based Health Center, 130 Edgewood Avenue, New Haven, CT
Dental Mobile Van "Miles 4 Smiles", 1450 Chapel Street, New Haven, CT
Elder Care Clinic/Tower One, Tower Lane, New Haven, CT
Elder Care Clinic/Casa Otonal, 140 Sylvan Avenue, New Haven, CT
Elder Care Clinic/Edith Johnson Tower, 114 Bristol Street, New Haven, CT
Elder Care Clinic/Crawford Manor, 90 Park Street, New Haven, CT
Elder Care Clinic/Ribicoff Cottages, 200 Brookside Avenue, New Haven, CT
Take Heart Cardiac Rehab., 175 Sherman Avenue, New Haven, CT
Take Heart Cardiac Rehab., 1591 Boston Post Road, Guilford, CT
Physical, Occupational & Speech Therapies, 175 Sherman Avenue, New Haven, CT
Physical, Occupational & Speech Therapies, 22 Summit Place, Branford, CT
Evening Chemical Dependency Program, 1294 Chapel Street, New Haven, CT
Saint Raphael's Occupational Health Plus And Outpatient Rehabilitative Services, 2080 Whitney Avenue-Suite 150, Hamden, CT
Mcqueency Towers/Hospital of Saint Raphael Eldercare Clinic, 318/358 Orange Street, Apt.#416, New Haven, CT



A handwritten signature in black ink, appearing to read "Norma Gyle".

Norma Gyle, R.N., Ph.D., Acting
Commissioner